

QUINTAIROS, PRIETO, WOOD & BOYER, P.A.

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WALMART, INC.

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

LEAH JENNINGS, individually,

Plaintiff,

v.

WALMART, INC., a foreign corporation dba
WALMART SUPERCENTER #2593; WAL-
MART STORES, INC., a foreign corporation;
DOES 1-10, and ROE CORPORATIONS 1-
10, inclusive,

Defendants.

Case No: 2:25-cv-00031-JAD-BNW

STIPULATED PROTECTIVE ORDER

The parties to this action, Plaintiff LEAH JENNINGS, by and through her counsel Justin Corne, Esq. and Brock Ohlson, Esq. of OHLSON CORNE, LLP, and Defendant WALMART, INC., by and through its counsel Michael R. Ayers, Esq. and Sarah Hartig, Esq. of Quintairos, Prieto, Wood & Boyer, P.A., hereby stipulate and request that the Court enter a stipulated protective order as follows:

1. This Stipulated Protective Order shall govern the disclosure and use of the parties' confidential or proprietary information in this litigation ("Confidential Material"), specifically including information subject to data protection laws or other privacy obligations and nonpublic financial and personal information, contracts, and business information.

2. **Designation.** Confidential Material should be marked as "Confidential" by the producing party. Confidential Material disclosed at a deposition may be designated as confidential by indicating on the record that the information is confidential or by notifying the court reporter and

1 other parties in writing, within fifteen (15) business days of receipt of the transcript, of the specific
2 pages and lines of the transcript which are designated as confidential. Until the expiration of such
3 15-business-day period, the entire transcript shall receive confidential treatment.

4 3. **Protection of Confidential Material.** Confidential Material shall only be used for
5 the purpose of litigating the above-captioned lawsuit. Confidential Material shall be disclosed only
6 to counsel for each party and their staff, the Court and its staff, the parties and employees of parties
7 to whom disclosure is necessary in connection with this action, and such witnesses in the case
8 (including consulting and testifying experts) as may reasonably be necessary in this action.
9 Notwithstanding the foregoing, Confidential Material shall not be disclosed to any current or former
10 employees of, or current or former consultants, advisors, or agents of, a direct competitor of any
11 party named in the litigation. The parties may redact information that is privileged or protected from
12 discovery, Confidential Material, and sensitive, non-relevant information, including non-relevant
13 financial and personally identifiable information. The provisions of this Order shall not affect, and
14 this Order does not limit, the admissibility of Confidential Material as evidence at trial, or during a
15 hearing or similar proceeding in this action.

16 4. **Clawback.** The production of Confidential Material, privileged or work-product
17 protected material, whether inadvertent or otherwise, is not a waiver of confidentiality, privilege, or
18 protection from discovery. This Order shall be interpreted to provide the maximum protection
19 allowed by Federal Rule of Evidence (FRE) 502(d). A producing party may give written notice
20 asserting a claim of confidentiality, privilege, work-product protection, or other ground for
21 reclaiming documents or information (a “clawback request”). After a clawback request is received,
22 the receiving party shall immediately sequester the document and shall not review or use that
23 document, or any work product containing information taken from that document, for any purpose.

24 5. **Challenges by a Party to Designation as Confidential Material.** A party or
25 interested member of the public may move the Court to modify the confidentiality designation of
26 any documents or information after first attempting to resolve any dispute with the producing party’s
27 counsel. The burden shall be on the party seeking to modify the designation to show that the
28 producing party’s designation is inappropriate.

1 6. **Filing of Confidential Material.** A party that seeks to file any Confidential Material
2 must comply with LR IA 10-5. Confidential Material may only be filed under seal in a manner
3 prescribed by the Court for such filings.

4 7. **Use of Confidential Material at Trial.** Nothing in this Order limits the admissibility
5 of Confidential Material as evidence or hearing in this action. Prior to using Confidential Material
6 at any hearing that is open to the public, a party must give at least seven (7) days advance notice to
7 the producing party of the intent to use the Confidential Material so that the designating party may
8 seek an appropriate order to protect the Confidential Material.

9 8. **Demands for Confidential Material.** If any person receiving documents covered
10 by this Order is served with a subpoena, order, interrogatory, or document or civil investigative
11 demand (collectively, a “Demand”) issued in any other action, investigation, or proceeding, and
12 such Demand seeks material that was received as Confidential Material, the party shall give prompt
13 written notice within five (5) business days of receipt of such Demand to the party who designated
14 the Confidential Material, and shall object to the production of such materials on the grounds of the
15 existence of this Order. The burden of opposing the enforcement of the Demand shall fall upon the
16 party who produced or designated the Confidential Material.

17 9. **Obligations at Conclusion of Litigation.** This Order shall remain in full force and
18 effect throughout and after the conclusion of this litigation until such time as it is modified,
19 amended, or rescinded by the Court. Within thirty (30) days of final resolution of this litigation,
20 each party or non-party shall either destroy all Confidential Material or return it to counsel for the
21 disclosing party. Counsel for parties shall, upon request, certify compliance with this paragraph.
22 Notwithstanding this provision, outside counsel is entitled to retain an archival copy of filings,
23 depositions, and deposition exhibits.

24 10. Nothing in this Order shall be construed as an admission to the relevance,
25 authenticity, foundation or admissibility of any document, material, transcript or other information.

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IT IS SO STIPULATED.

Dated this 24th day of June, 2025.

OHLSON CORNE, LLP

/s/ Justin A. Corne

Brock K. Ohlson, Esq. (NV Bar 12262)
Justin A. Corne, Esq. (NV Bar 14504)
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Attorneys for Plaintiff

Dated this 24th day of June, 2025.

**QUINTAIROS, PRIETO, WOOD & BOYER,
P.A.**

s/ Sarah B. Hartig

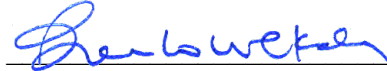
Michael R. Ayers, Esq. (NV Bar 10851)
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3740 Lakeside Drive, Ste. 202
Reno, Nevada 89509
Attorneys for Defendant

ORDER

The terms of the above Stipulation for a Protective Order by and between Plaintiff LEAH JENKINS and Defendant WALMART INC., by and through their respective counsel, shall hereby be the ORDER of this Court.

6/26/2025

DATE



UNITED STATES MAGISTRATE JUDGE

Respectfully Submitted:

**QUINTAIROS, PRIETO, WOOD
& BOYER, P.A.**

/s/ Sarah B. Hartig

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